

REGINA BRONNER, a Washington State  
citizen,  
  
Plaintiff,  
  
v.  
  
VOCATIONAL TRAINING INSTITUTE,  
INC., d/b/a PIMA MEDICAL INSTITUTE, an  
Arizona corporation,  
  
Defendant.

**NO.**

**COMPLAINT**

**JURY DEMAND**

## I. PARTIES

2. Defendant Vocational Training Institute, Inc. (“Pima”) is an Arizona corporation doing business as a medical career training school in Seattle, King County, Washington.

3. Jurisdiction is proper based on both federal question jurisdiction under 28 U.S.C. § 1331 and diversity jurisdiction under 28 U.S.C. § 1332 because the parties are citizens of different states and the amount in controversy exceeds \$75,000.

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4. Venue is proper within this district pursuant to 28 U.S.C. §1391(b)(2).

### **III. FACTS**

5. Ms. Bronner first enrolled in Pima's Seattle program in September 2013.

6. Approximately two months later, Ms. Bronner was involved in a motor vehicle accident that resulted in serious injuries to her hip. Ms. Bronner's injuries from the accident were so severe that she was forced to withdraw from Pima.

7. Although still suffering from injuries caused by the car accident, Ms. Bronner re-enrolled with Pima in Fall 2014 with the intention of securing an internship closer to home than her previous internship at the U.S. Navy Hospital in Bremerton, Washington.

8. In early Fall 2014, Ms. Bronner met with Andrew Shepard to discuss clinical assignments for the following semester. Ms. Bronner explained she needed the accommodation of an assignment close to her home due to her hip injury and the fact that she was a caregiver for her elderly mother. On information and belief, Pima had accommodated other students who required assignment accommodations due to similar family medical issues.

9. In response, Mr. Shepard told Ms. Bronner that if she could not go back to the U.S. Navy Hospital then she should just leave the program immediately and that he could help her with the disenrollment paperwork right away.

10. In October 2014, Ms. Bronner underwent hip replacement surgery. During this time, she took very little time off from school and kept up her studies because Pima would have counted any absences against her.

11. On December 1, 2014, Ms. Bronner met with Arlondo Stephenson about clinic placement for the following semester. Ms. Bronner again asked for the accommodation of a nearby placement because of her lingering mobility issues and family caregiver issues. Ms. Bronner's request was denied.

12. Instead, Ms. Bronner was assigned to the VA Hospital in Portland, Oregon.

1           13.     Given the significant distance between her home in Seattle, Washington and the  
2     VA Hospital in Portland, Oregon, Ms. Bronner was forced to relocate to Portland four days out  
3     of the week and return to Seattle for classes each Monday.

4           14.     Despite the plain language in Pima's student handbook and registration  
5     agreement, Pima failed to accommodate Ms. Bronner's disability during her clinical  
6     assignments.

7           15.     Once Pima assigned Ms. Bronner to the VA Hospital in Portland, it never  
8     provided any accommodation. Rather, Ms. Bronner faced discrimination and retaliation  
9     because of her disability.

10          16.     In addition, at least three VA Hospital employees harassed Ms. Bronner. These  
11     individuals all stated to Ms. Bronner she should not be in the internship program due to her  
12     disability, then they refused to supervise Ms. Bronner's patient procedures, and refused her  
13     request for time off when she was extremely ill. Another VA Hospital radiology department  
14     employee informed Ms. Bronner that three employees were conspiring to kick Ms. Bronner out  
15     of the program.

16          17.     Indeed, Ms. Bronner was forced to work while dehydrated and suffering from a  
17     high fever on March 18, 2015. Later that same evening, Ms. Bronner fell in the shower, re-  
18     injuring her hip, and was rushed to the Emergency Department. After a successful procedure  
19     to re-set the hip, Ms. Bronner was cleared to return to work and school the following week.  
20     Pima was aware of all this and, despite its responsibilities and legal obligations, it did nothing  
21     to assist or accommodate Ms. Bronner.

22          18.     The following Monday, March 23, 2015, Ms. Bronner was called into a meeting  
23     by clinical liaison Heather Johnson with Pima instructors where she was questioned for over an  
24     hour on her medical condition – the original injury and the more recent incident. After this  
25     meeting and despite letters of clearance to resume activities, she was told to wait in Seattle  
26     rather than returning to Portland while Pima decided how to proceed.

1           19.     On March 25, 2015, Pima terminated Ms. Bronner from the program stating that  
2 the VA Hospital did not want her there. On information and belief, Pima's stated reason was  
3 false and pretextual.

4           20.     The same day, Ms. Bronner initiated a complaint with the Department of  
5 Education's Office of Civil Rights ("OCR").

6           21.     Eventually, through an Early Complaint Resolution Agreement dated August 4,  
7 2015 ("the Agreement"), Pima reinstated Ms. Bronner in Fall 2015.

8           22.     The Agreement contained a term that stated: "Companies agree that there will  
9 be no retaliation of any kind."

10          23.     Consistent with discussions during the OCR complaint process about assigning  
11 Ms. Bronner to an internship location closer to her home in North Seattle, Pima assigned  
12 Ms. Bronner to a clinical internship at Overlake Hospital in Bellevue and Issaquah.

13          24.     Heather Johnson, who had been the clinical liaison with VA Hospital in  
14 Portland, was assigned as the Overlake Hospital clinical liaison.

15          25.     Not long into Ms. Bronner's assignment, two fellow students along with some  
16 of the Overlake's radiology staff, began engaging in sexually harassing conduct.

17          26.     Pima staff, including Arlondo Stephenson and Heather Johnson, forced  
18 Ms. Bronner to have regular meetings with them where she was harassed with false accusations.  
19 Other students did not have this same meeting requirement.

20          27.     During Fall 2015, Ms. Bronner reported the sexual harassment at Overlake to  
21 Mr. Stephenson and Alan Clay. Mr. Stephenson and Mr. Clay asked Ms. Bronner to document  
22 the incidents in detail in an email.

23          28.     When Ms. Bronner did as Pima's managers demanded, Pima then retaliated  
24 against Ms. Bronner by moving her from Overlake to the U.S. Navy Hospital in Bremerton.  
25 Due to the distance of the U.S. Navy Hospital from her home, Ms. Bronner believed that this  
26 move was retaliatory.

1           29.     When Ms. Bronner inquired about what would be done about the two male Pima  
2 students involved in the sexually harassing conduct, Mr. Clay reassured her they had been  
3 “taken care of.” But nothing was done to them. Indeed, they both remained in the clinical  
4 program at Overlake.

5           30.     In another OCR investigation initiated by different Pima student, the OCR  
6 concluded in a January 24, 2014 investigation report that Pima “had not adopted procedures for  
7 responding to complaints of discrimination and did not respond adequately to such a complaint  
8 raised by the complainant,” in violation of federal anti-discrimination law.

9           31.     Pima’s mid-semester transfer of Ms. Bronner from Overlake to Bremerton in  
10 November 2015 required Ms. Bronner to enter training that was already well underway. In fact,  
11 Ms. Bronner had to wait two weeks for security clearance authorization to work at the U.S.  
12 Navy Hospital.

13           32.     During the first two weeks she was on site at the U.S. Navy Hospital, Ms.  
14 Bronner was only allowed to observe, which caused her to lose out on crucial training time as  
15 the semester’s end approached.

16           33.     In mid-December, Arlando Stephenson, who recently became the clinical liaison  
17 to the U.S. Navy Hospital after Pima transferred Ms. Bronner there, informed Ms. Bronner her  
18 performance was not up to par. Notably, she only had a few weeks of onsite training whereas  
19 her classmates had three months of training.

20           34.     On or about January 21, 2016, Pima terminated Ms. Bronner from the program  
21 for a second time. She immediately re-opened her complaint with OCR alleging, *inter alia*, that  
22 Pima engaged in unlawful retaliation.

23           35.     On October 7, 2016, the OCR issued investigation findings stating Pima had  
24 engaged in retaliation by transferring Ms. Bronner from Overlake to the U.S. Navy Hospital in  
25 Bremerton after she complained about sexual harassment. The OCR also required that Pima  
26 staff undergo anti-harassment training.

1 **IV. CLAIMS**

2 **RETALIATION UNDER THE WASHINGTON LAW AGAINST DISCRIMINATION**

3 36. Ms. Bronner re-alleges and incorporates herein all preceding paragraphs in this  
4 Complaint as though set forth in full herein.

5 37. While assigned to Overlake Hospital, Ms. Bronner was subjected to unwanted  
6 and unlawful sexual harassment by Pima's students and third-parties with which Pima has a  
7 contractual business relationship.

8 38. Ms. Bronner complained about the harassment to Pima's managers.

9 39. In response, Pima unlawfully retaliated against Ms. Bronner in violation of the  
10 RCW 49.60.010, *et seq.*, by reassigning her to a clinical internship at the U.S. Navy Hospital in  
11 Bremerton, which was much farther from her home. This retaliatory reassignment increased  
12 the duration and cost of her commute and forced her to join a new clinical internship mid-  
13 stream. Pima then terminated Ms. Bronner from its program shortly thereafter. Not only did  
14 the change in clinical assignment location during the middle of the semester cause Ms. Bronner  
15 direct economic harm in terms of increased transportation expenses, but it also set her up for  
16 failure as clinical student.

17 40. As a direct, foreseeable, and proximate result of Pima's unlawful retaliation  
18 against Ms. Bronner for complaining about harassment, Ms. Bronner has suffered and continues  
19 to suffer past and future economic and non-economic damages in amounts to be proven at trial.

20 **RETALIATION UNDER TITLE IX OF THE EDUCATION AMENDMENTS OF 1972**

21 41. Ms. Bronner re-alleges and incorporates herein all preceding paragraphs in this  
22 Complaint as though set forth in full herein.

23 42. Pima operates an education program receiving Federal financial assistance.

24 43. While assigned to Overlake Hospital, Ms. Bronner was subjected to unwanted  
25 and unlawful sexual harassment by Pima's students and third-parties with which Pima has a  
26 contractual business relationship.

1           44.     Ms. Bronner complained about the harassment to Pima's managers.

2           45.     In response, Pima retaliated against Ms. Bronner in violation of Title IX, 20  
3 U.S.C. §1681, by reassigning her to a clinical internship at the U.S. Navy Hospital in  
4 Bremerton, which was much farther from her home. This retaliatory reassignment increased  
5 the duration and cost of her commute and forced her to join a new clinical internship mid-  
6 stream. Pima then terminated Ms. Bronner from its program shortly thereafter. Not only did  
7 the change in clinical assignment location during the middle of the semester cause Ms. Bronner  
8 direct economic harm in terms of increased transportation expenses, but it also set her up for  
9 failure as clinical student.

10          46.     As a direct, foreseeable, and proximate result of Pima's unlawful retaliation  
11 against Ms. Bronner for complaining about harassment, Ms. Bronner has suffered and continues  
12 to suffer past and future economic and non-economic damages in amounts to be proven at trial.

13                   **VIOLATION OF CONSUMER PROTECTION ACT**

14           47.     Ms. Bronner re-alleges and incorporates herein all preceding paragraphs in this  
15 Complaint as though set forth in full herein.

16           48.     Pima is engaged in commerce in the State of Washington and, therefore, subject  
17 to Washington's Consumer Protection Act (CPA), RCW 19.86.010, *et seq.*

18           49.     Pima violated the CPA by committing unfair or deceptive practices with respect  
19 to Ms. Bronner, as described above.

20           50.     As a direct, foreseeable, and proximate result of Pima's unlawful practices, Ms.  
21 Bronner has suffered and continues to suffer past and future economic and non-economic  
22 damages in amounts to be proven at trial.

23                   **BREACH OF CONTRACT**

24           51.     Ms. Bronner re-alleges and incorporates herein all preceding paragraphs in this  
25 Complaint as though set forth in full herein.





1 DATED: June 6, 2017

2 CORR|DOWNS PLLC

3  
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**JURY DEMAND**

Pursuant to Fed. R. Civ. P. 38, Plaintiff hereby demands a jury trial.

DATED: June 6, 2017

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